

REQUESTFOR QUOTATION #11-3315DC PIPE REHABILITATION ON MORGAN JOHNSON ROAD

MANATEE COUNTY INVITES YOUR PARTICIPATION IN THE FOLLOWING QUOTATION. SUBMIT TO THE ATTENTION OF: DEBORAH CAREY-REED PHONE (941) 749-3074 FAX (941) 749-3034 EMAIL: deborah.carey-reed@mymanatee.org

DATE ISSUED: October 17, 2011 DUE: November 1, 2011 @ 1:00 P.M

CONTACT RANDY MILTON @ 941-708-7497 BETWEEN THE HOURS OF 8:00 AM AND 3:00 PM FOR LOCATION INFORMATION.

We, the undersigned hereby declare that we have reviewed the quote documents and with full knowledge and understanding of the aforementioned, herewith submit our quote for the complete Work as specified herein for rehabilitation (using a cementitious spray lining) to the storm drain pipe that crosses Morgan Johnson Road (57th Street East) at 34th Avenue East, Bradenton FL.

The County wants to compare the application of a centrifugally-cast concrete pipe (Action Products Marketing, Inc. Centri-Pipe or equal) process with similar methods of repair the County currently has in place for large pipe rehabilitation and is requesting pricing for the total repair using this type cementitious coating operation at the stated location.

\$_____Total cost to rehabilitate approx. 43lf of 85" CMP

ADDITIONAL WORK:

\$_____ Excavate, form and pour extended floor and toe walls at each end of the existing culverts to stop water intrusion, if required.

\$_____ / cubic yard for voids below the pipe or behind the existing pipe walls that must be filled prior to repair, if required.

Number of calendar days to complete the work from award date: _____

Manufacturer (process):				
Warranty:				
Company Name		Phone Number	Fax Number	
Address		License Number (if applicable)		
Email address		Contact Person's Na	ct Person's Name (Print)	
Authorized Signature	Date	(Acknowledge Addendum, if applicable, by number and date)		

QUOTE CAN BE RETURNED VIA EMAIL

GENERAL CONDITIONS

PURPOSE

It is the intent of the County of Manatee to enter into contract with a qualified, experienced vendor with demonstrated skills and abilities for the furnishing of all materials, labor, and equipment to properly repair the corrugated metal pipe culvert crossing on Morgan Johnson Road using a cementitious spray coating (Centri-Pipe or equal).

SPECIFICATIONS

Vendors must submit quotes strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the vendor on the quote form. Should the vendor not furnish the County a list of exceptions and supporting data, the County will assume the vendor is quoting in accordance with the specifications.

CLARIFICATION

It shall be the responsibility of all vendors to request any additional clarification of the contents herein. Clarification will be furnished by written addendum from Purchasing.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

RESERVED RIGHTS

<u>The County reserves the right to accept or reject</u> any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County.

QUALIFICATIONS

Each individual/company submitting a quote for this project must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this quote; and, upon request, shall submit a true copy of all applicable licenses. Vendors will present evidence that they are competent and have the necessary equipment, experience, personnel, certification, and resources to fulfill the terms and conditions of this contract.

BASIS OF AWARD

Award will be made to the responsive, responsible quoter meeting specifications and having the lowest price for completing the repair of the piping as specified herein.

COMMENCEMENT OF WORK

The contractor shall provide the Manatee County representative with a work schedule within 72 hours after notification of award (receipt of purchase order). Material Safety Data Sheets (MSDS) shall be provided to Manatee County of all products being used for the preparation and coating of the piping.

PRICES AND TERMS

The prices quoted shall be used for payment and shall be deemed to include payment in full for all transportation, labor, materials, equipment, and any incidentals used in the completion of this contract in accordance with and in the manner set forth and described in this Quote Document to the County's satisfaction within the prescribed time.

DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Quoters maintaining a Drug Free Work Place, prohibiting the award of quotes to any person or entity that has not submitted written certification to the County that it has complied with those requirements.

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a bid/proposal to a public entity or may not transact business with any public entity in excess of the threshold amount provided in Florida Statute § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

REGULATIONS

It shall be the responsibility of each vendor to assure compliance with any OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

COLLUSION

All vendors, by virtue of submitting their quote, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

SAVE HARMLESS CLAUSE

The successful vendor(s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful vendor(s), his employees, agents or assigns.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

CANCELLATION

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned at the vendor's expense and no payment for such defective items shall be due.

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or product does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the vendor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or products involves other vendors who are blameless, then it shall be the responsibility of the vendor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless vendors for any and all additional work or materials required due to the faulty work or products. The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

QUALITY TERMS

The County reserves the right to reject any product, if in its judgment the product reflects unsatisfactory workmanship, or manufacturing defects.

BE GREEN

All Quoters are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment**. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

INSURANCE COVERAGE

The quoter will not commence work under a contract until <u>all insurance</u> under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

a. Workers' Compensation/Employers' Liability

<u>Part One</u> - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Policy.

Part Two - The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

- \$ 100,000 (Each Accident)
- \$ 300,000 (Disease-Policy Limit)
- \$ 100,000 (Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

Products/Completed Operations Aggregate	ັ\$	300,000
Personal and Advertising Injury	\$	300,000
Each Occurrence	\$	300,000
Fire Damage (Any one fire)	\$	NIL
Medical Expense (Any one person)	\$	NIL

c. Business Auto Policy

Each Occurrence Bodily Injury and Property

Damage Liability Combined Annual Aggregate (If Applicable)

\$ 300,000 Three times each occurrence limit.

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the quoter shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with this work/contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance evidencing the insurance coverage specified in the above paragraphs shall be filed with Purchasing before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County. County of Manatee shall be specifically named as additional insured. If the initial insurance expires prior to completion of operations and or services by the bidder, renewal certificates of insurance and required copies of policies shall be furnished by the bidder and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

GENERAL REQUIREMENTS

GENERAL

The Work includes the furnishing of all materials, labor, and equipment required to complete the Work in repairing the corrugated metal pipe culvert crossing on Morgan Johnson Road using a cementitious spray coating (Centri-Pipe or equal) as specified herein to County's satisfaction. All work shall be done in a safe and workmanlike, professional manner with jobsite left clear of debris.

The vendor shall be responsible for visiting and examining the work area to become familiar with all conditions that may affect the ability to completely execute the full intent of these specifications. Any conditions adverse to the performance of the Work must be brought to the County's attention before submittal of the Quote. It is the vendor's responsibility to perform all take-offs and measurements related to the Work.

The vendor shall have the appropriate equipment available and be responsible for containing and removing any debris/spillage from the work area. Any hazardous pollutants shall be disposed of according to federal, state, and local regulation.

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any work to be done and material to be furnished, shall be regarded as meaning that only the best general practice is to prevail, and that only material and workmanship of the best quality is to be used, and interpretation of these requirements shall be made upon that basis.

REQUIREMENTS

The existing pipe is approximately a 43LF, 85" corrugated metal storm drain pipe which is deteriorated and in need of repair. Various methods have been evaluated and the County is requiring a cementitious spray lining as the method of repair.

- Installer shall be properly certified to perform application.
- Provide Maintenance of Traffic and install turbidity barrier in creek.
- Bypass normal water flow through work area.
- Install liner in accordance with manufacturer's specifications.
- Repair both faces of existing headwall and apply a high strength, abrasion and corrosion resistant mortar to face of each.

WARRANTY

The vendor shall provide a full coverage, no deductible, warranty/guarantee for defects in workmanship and materials for a minimum period of three years from date of final acceptance by the County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the vendor shall repair or replace same at no cost to the County immediately upon notification from the County. The vendor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the vendor, such as misuse or neglect by the County, acts of God, fires, floods and hurricanes.